



**City of Renton
Request for Proposal
For the Madsen Creek Improvement Project Phase 1
including Surveying, Hydraulic Analysis, and Preliminary Design**

Submittal Deadline: 4:00 p.m., February 2, 2018

The City of Renton Surface Water Utility (City) is soliciting Proposals from qualified engineering consulting firms for engineering and surveying services for the Madsen Creek Improvement Project Phase 1. The work includes surveying, hydrologic analysis of the drainage basin, hydraulic analysis, evaluation of the existing drainage systems, identifying alternative solutions, and preliminary design and analysis of selected drainage improvement. Subject to the results of the consultant's work on Phase 1, and to other factors, the City may decide to negotiate with the consultant for additional work after Phase 1 is completed.

The detailed RFP, background information, consultant selection criteria, and instructions for submittal of the Proposal may be obtained at the City of Renton website, <http://rentonwa.gov/bids/> in the RFP section, or by contacting Daniel Carey, City of Renton Surface Water Utility Engineer at 425-430-7293, or by email at dcarey@rentonwa.gov

BACKGROUND:

The Madsen Creek Drainage Basin is located 3 miles east of downtown Renton and is approximately 2.1 square miles of suburban area (see Figure 1). The Madsen Creek Sediment Basin and other drainage improvements at the downstream end of the basin were constructed by King County in the 1970-80's, and were transferred to the City of Renton through annexations in the 2000-10's (see Figure 2). The King County April 1993 Cedar River Current and Future Conditions Report lists the Peak Annual 25-year flow for Madsen Creek as 262 cfs. Flooding has started to occur in the constructed channel on the south side of SR-169 and on the east side of 149th Ave SE. In 2017 flooding occurred on residential property on the east side of 149th Ave SE. The Madsen Creek Channel constructed in Ron Regis Park has become filled with sediment and is no longer capable of carrying its design flow.

The City of Renton has obtained a 2017 King County Flood Control District Flood Reduction Grant for the project. The Grant includes identifying and evaluating the Madsen Creek drainage basin, drainage systems at the downstream end of the basin, surveying the drainage systems, and developing and evaluating alternatives and preliminary designs for flood reduction improvements.

SCOPE OF WORK/PROPOSAL:

The City of Renton requests that the consultant prepare a Proposal for the work needed to meet the project goals and tasks in the 2017 King County Flood Control District Flood Reduction Grant. No cost

information is to be provided for the Proposal or tasks therein.

The anticipated tasks include:

- **Hydrologic Analysis** - Producing a new Hydrologic Report for the Madsen Creek Drainage Basin. Identifying, reviewing and updating the Madsen Creek drainage basin characteristics. Performing hydrologic modeling of drainage basin to identify peak runoff flows needed for analysis of the existing downstream drainage systems, and the design and evaluation of drainage system improvements. King County modelled the basin using the HSPF model in the early 2000's. The basin model, files, and information from previous King County studies may be available to use as a starting point for the new hydrologic model and report. There may also be calibration information from a King County stream gage station on Madsen Creek. The basin model may need to be revised to account for the new developments in the basin and east of the Low Flow channel.

The consultant will provide paper and electronic copies of the Hydrologic Report and modeling files. HSPF or an equivalent hydrologic model acceptable to the City may be used.

- **Surveying** – Perform a topographic survey of Madsen Creek drainage system from the Madsen Creek Sediment Basin to the Cedar River. The survey will provide the information needed for the hydraulic analysis of the existing drainage system, and base maps for alternative analysis and preliminary design and analysis of proposed improvements to the drainage system. The survey should include the following elements:
 - Madsen Creek Sediment Basin (including pond elevations below water level) located about 1,100 feet south of SR-169 (see Figure 2),
 - the high flow bypass channel from the sediment basin to the Cedar River,
 - the ditch along the south side of SR-169 adjacent to Wonderland Estates,
 - the concrete culverts under SR-169,
 - the Madsen Creek channel north of SR-169, through the CMP culvert under 149th Ave NE,
 - the Madsen Creek channel through Ron Regis Park from 149th Ave NE to the Cedar River,
 - the overflow ditch and drainage system on the east side of 149th Ave from the CMP culvert, to the north end of 149th Ave NE, through the culverts, channel and CB's that connect it to the High Flow Bypass Channel just south of the Cedar River,
 - the Madsen Creek Low Flow Channel from the sediment basin to the east around the soccer field to the culvert that crosses under the High Flow Bypass Channel,
 - all culverts in the various parts of the drainage system elements including invert elevations, top elevations, sizes, materials, slopes,
 - any other significant features such as driveway crossings over the roadside ditch on 149th Ave NE , top and bottom elevations of the crossings, the bridge in Ron Regis Park, existing utilities including type, size, and invert elevations, fences, power poles, etc.,
 - portions of the residential properties at 15214 and 15202 149th Ave NE where flooding has occurred.

The survey will include periodic cross-sections of the open channel drainage systems as needed to define the capacity of the drainage systems and identify critical locations. The consultant will be responsible for obtaining any right-of-entry forms or permissions needed for the survey from the property owners.

The consultant will provide paper plans and AutoCAD files of the completed survey including, plans, and base maps of the drainage system. The City standard plans sheet size (22"x34") will be used for plan sheets. AutoCad 2018 or a similar recent version will be used.

- **Hydraulic Analysis** – Perform a hydraulic analysis of the various elements of the existing drainage system to determine the flow capacity of the systems, identify and quantify overflow locations and flows, the level and amount of flooding, and the causes of flooding in the system. The analysis will include determining the stage, storage, and discharge from the Madsen Creek Sediment Basin through the existing culverts to the low flow and high flow channel. Drainage reports from new development east of the Low Flow Channel may be used for flows from those areas.

The consultant will provide paper and electronic copies of the Hydraulic Report and modeling files. HEC-RAS, XPSWMM, or an equivalent hydraulic model acceptable to the City may be used.

- **Environmental Analysis** – Perform a preliminary environmental survey and analysis of the elements of the drainage system to identify wetlands, fish access and habitat, and other environmental features of the system. The areas covered include the Madsen Creek Sediment Basin, the Low Flow Channel, the High Flow Bypass Channel, the ditches that Madsen Creek flows in along the south and north sides of SR-169, the Madsen Creek Channel through Ron Regis Park from 149th Ave NE to the Cedar River, and the overflow ditch and drainage system on the east side of 149th Ave from the CMP culvert to its connection to the High Flow Bypass Channel just south of the Cedar River. The work should provide a basis for evaluating the potential environmental considerations for the alternatives, and for more detailed work for a future phase.

The consultant will provide paper and electronic copies of the Environmental Survey Report and files.

- **Permitting Analysis** – Identify and evaluate future permitting needs and requirements for future project design, permitting, and construction. The Permitting Report should include sections for each alternative design considered in the Preliminary Design task. The work should provide a basis for evaluating the potential permitting considerations for the alternatives, and for more detailed work for a future phase.

The consultant will provide paper and electronic copies of the Permitting Report and files.

- **Preliminary Design and Analysis** – Using the information developed from the previous tasks identify and analyze a range of alternatives to reduce flooding in the problem areas, increase the flow capacity of the drainage systems, and provide for fish accessibility and habitat as may be required by permitting agencies. The Preliminary Design and Analysis may include the following alternatives and tasks:
 - Alternatives may include short-term improvement to address the current flooding problems and long-term alternatives to provide more comprehensive solutions.
 - Alternatives may propose use of property owned by King County north of SR-169, and potential buyout of residential property affected by flooding by King County.

- Alternatives may include rebuilding parts of the existing drainage system to increase their flow capacity and reduce flooding, relocating parts of the Madsen Creek drainage system such as relocating Madsen Creek to the east side of 149th Ave NE, relocating Madsen Creek to the High Flow Bypass route on the north side of SR-169, and other potential alternatives.
- Analyzing the efficiency of the existing Madsen Creek Sediment Basin will be included. Part of the proposed alternatives may include increasing the size and efficiency of the sediment basin, providing better flow control diversion to the channels, and provide fish accessibility.
- The first stage of the Preliminary design work will be used to identify alternatives and determine the capacity and feasibility of the alternatives. The potential alternatives may need to be discussed with the City and King County. A preliminary cost estimate should be developed for each alternative. The consultant will evaluate the alternatives and rank them using the project goals of reducing flooding, need for property acquisition, cost, and environmental and permitting requirements.
- The consultant will produce a draft report for the first stage of the Preliminary Design, and will review the alternatives and rankings with the City. The City will select which alternatives to proceed to the second stage of the preliminary design. The draft report will be finalized.
- The second stage of Preliminary Design will involve more detailed design and analysis of the selected alternatives, include initial plan layout and design. Hydraulic modeling and analysis will be performed on each alternative to determine the flow capacity of the design and its effectiveness in reducing flooding in the problem areas. A more detailed cost estimate will be performed. Environmental and permitting conditions and considerations will be included. A draft report will be reviewed with the City, revised as needed, and finalized.

The consultant will provide paper and electronic copies of the Preliminary Design Reports including copies of all Word and Excel files used, the costs estimates, all hydraulic modelling and modeling files, and the AutoCAD files used for all alternative and preliminary designs.

CONSULTANT SELECTION AND EVALUATION PROCESS

City of Renton staff will evaluate the consultant's Proposal based on the project approach, each firm's technical skills and resources, the project team's technical skills and history of performance. Consultants may use other firms as sub-consultants for work or tasks that they may not have sufficient staff or expertise for. All work by sub-consultants must be identified in the proposal. Qualifications and resumes for sub-consultants must be included in the proposal. The prime Consultant must perform the majority of the work for the contract work on a dollar basis.

The City will evaluate the Proposals and select the highest ranking firms for oral interviews. All firms submitting proposals will be notified in writing as to their status in the selection process. Interviews will be held in the Renton City Hall and will be scheduled after the short list is determined.

Final selection will be based on the combined score of the written Proposal and the oral interviews. The City may choose to forego oral interviews and base selection solely on the written Proposal submitted.

The City encourages minority-owned and women-owned businesses, socially and economically disadvantaged business enterprises, and small businesses to respond to this Proposal, or participate with other firms as partners or sub-consultants in response to this Proposal.

DISCLAIMERS

- Proposals that do not include all of the submittal requirements outlined herein may not be considered, or may be downgraded.
- At the City's discretion, the City may amend the Selection Process and Schedule at any time.
- The City may revise the evaluation and scoring criteria at any time without providing notice to the Consultants.
- At the City's discretion, the City may choose to republish the RFP.
- The execution of the Consultant Agreement is subject to budgeted funds.
- Until such time a Consultant Agreement is executed, there are no express or implied obligations or commitments on the part of either the City or the Consultant concerning either this RFP or any Proposal associated with it.
- All materials submitted for the Proposal will become property of the City and will not be returned.
- By submitting materials to the City's for consideration for this RFP, the Consultant is waiving any claim of confidentiality, trade secrets or privilege with respect to materials submitted. All submitted materials are subject to public records disclosure under the State of Washington Public Records Act.

INFORMATION TO BE PROVIDED IN THE PROPOSAL

To be considered responsive the Proposal must include the following information. Proposals that do not fully comply with these instructions may not be considered.

To facilitate evaluation the Proposals should be organized in the order of the outline below. Do not exceed 20 pages total for sections A and B. Resumes should be limited to one to two pages for each person.

A. PROJECT APPROACH

1. Describe your proposed approach to the project and the specific tasks that would be included in a proposed Scope of Work for the project as follows:

TASK No. _____ TITLE _____

TASK LEAD:

SUBCONSULTANTS (if used):

RATIONALE:

ACTION OUTLINE (Approach/Actions/Results):

2. Provide a preliminary time schedule for carrying out various tasks.
3. Prepare time estimates and availability for key team members used in each of the major tasks.

B. PROJECT MANAGEMENT

1. Provide a description of your approach to organize and carry out the work.
2. Provide an organizational chart indicating how the firm's management will interface with this project. Identify the overall Project Manager and task leaders/key team members.

C. PROJECT TEAM MEMBERS

1. Identify the Project Manager, each task leader, and key team members. Describe their expertise and their role in this project. Provide their office location, technical expertise, and other pertinent information. Provide a professional resume for each member of the proposed team.
2. Identify sub consultants that you will use on this project, indicate their specific roles, and provide their experience on similar related projects.
3. Describe of two to three projects that your firm has completed that are similar to the proposed project. Describe how the projects performed in terms of desired outcome, budget and schedule. Describe the work that your firm's project team members performed for those projects.

D. REFERENCES

1. Provide three recent references (within last ten years) that may be contacted concerning your firm's performance on a project of this type.
2. Provide three recent references (within last ten years) that may be contacted concerning the performance of your firm's proposed Project Manager on projects of this type.

E. INSURANCE, RECORDKEEPING, AGREEMENT, AND OTHER REQUIREMENTS

The firm that is selected for this project will be required to obtain, at its own expense, professional liability insurance of \$1,000,000 for the term of the contract and other insurance as required by the City. The firm selected will be required to sign the City of Renton Consultant Agreement. All firms working on the project will be required to obtain a City Business License. Indicate if you can meet these requirements.

F. SUBMITTAL DEADLINE

The deadline for submittals is 4:00 p.m., February 2, 2018.

If mailed, the submittal must be postmarked no later than February 2, 2018.

Five (5) paper copies and one (1) electronic copy of the Proposal in PDF format on a CD, DVD, or jump drive, shall be mailed or delivered to the following address:

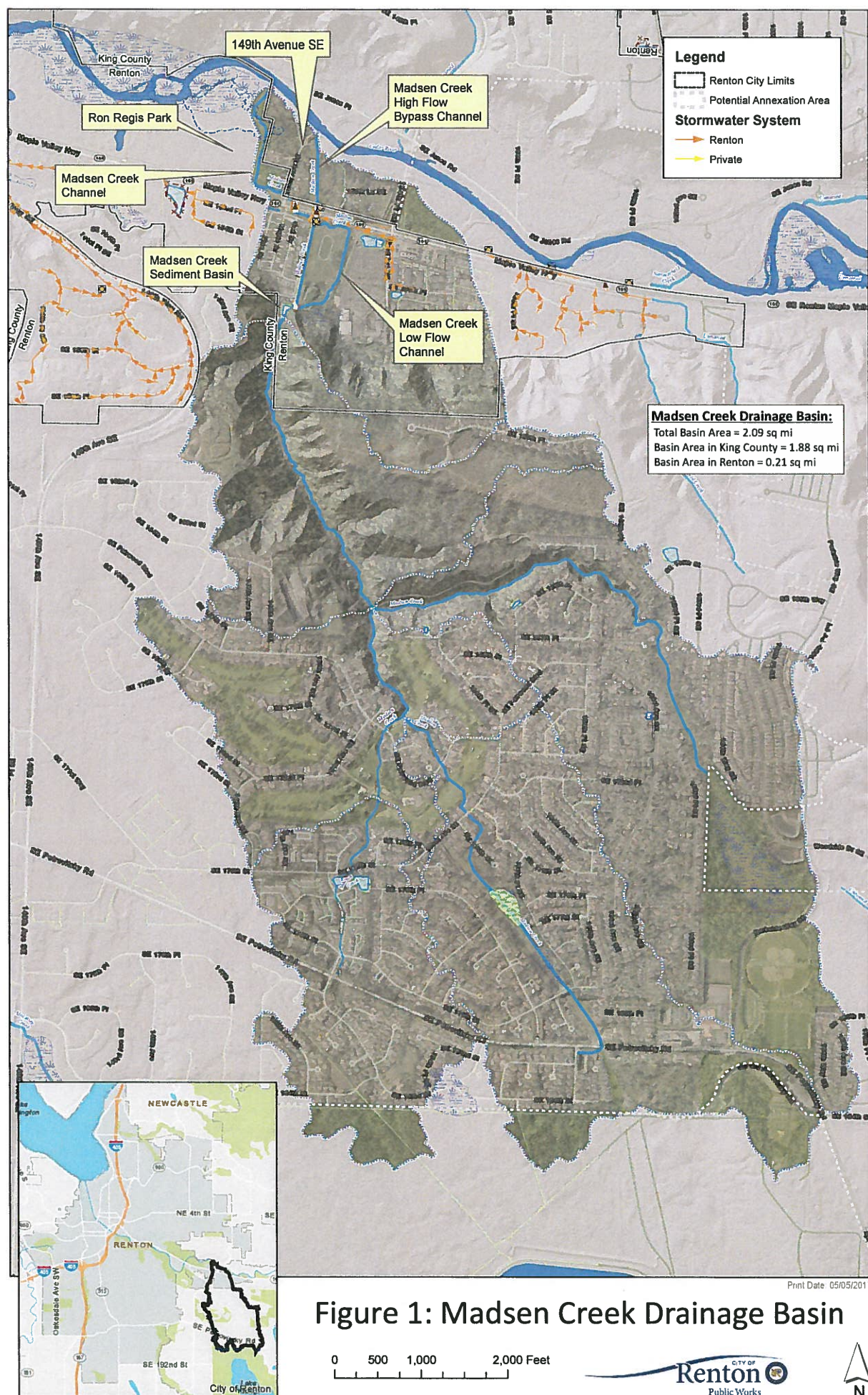
City of Renton
Attn: RPF Madsen Creek Improvement Project
Daniel Carey, Surface Water Utility, 5th Floor Renton City Hall
1055 South Grady Way, Renton, WA 98057

G. CITY CONTACT PERSON

All questions regarding this request for RFP should be directed to:

Daniel Carey, Surface Water Utility
City of Renton, 5th Floor, Renton City Hall
1055 South Grady Way, Renton, WA 98057

Phone: 425-430-7293, Email: dcarey@rentonwa.gov





Print Date: 05/05/2017

Figure 2: Madsen Creek Detail

0 200 400 Feet



**High Flow Bypass Channel From Sediment Basin
Looking North toward SR-169**



Ditch on south side of SR-169 looking West, Wonderland Estates



Flooding on 149th Ave SE, looking North



Flooding on 149th Ave SE, looking North



Madsen Creek Improvement Project Phase 1 Consultant Evaluation

2018

NAME OF APPLICANT/FIRM: _____

NAME OF RATER: _____

EVALUATION OF WRITTEN PROPOSAL

Review the firm's Statement of Qualifications / Proposal, and evaluate the following elements/sections based upon the scoring system described below:

Inadequate = 1, Acceptable = 2, Good = 3, Excellent = 4, Outstanding = 5

Multiply points by Weighting Factor (WF) where used (e.g. Good = 3 pts x WF of 2 = 6 Total Pts)

Project Approach

Item	Description	Weighting Factor (WF)	Total Points
1	Proposed Approach, Scope of Work, and Tasks are compatible with City practices (preparation of scope of work, breakdown of project into tasks and milestones, adequate field and background research, etc.)	1	
2	Proposed tasks appear to meet the needs of project, preliminary scope of work, and the project goals.	2	
3	Preliminary time schedule for the tasks appears to be realistic. Task sequencing is logical, appropriate.	2	
4	Time estimates for key member's work on tasks appear to be realistic and appropriate.	1	
5	Is a quality control program included? Do task leads/senior staff perform quality reviews of products?	1	
	SUBTOTAL:		

Project Management

Item	Description	Weighting Factor (WF)	Total Points
1	Evaluate firms approach to organize and carry out the work.	1	
2	Evaluate organization chart, how team members, sub-consultants will interface with project and project tasks.	1	
	SUBTOTAL:		

Project Team Members – Qualification and Expertise as Related to the Requirements of this Project

Item	Description	Weighting Factor (WF)	Total Points
1	Experience and technical expertise of proposed Project Manager/task leaders.	2	
2	Experience/expertise of proposed team members in hydrologic (basin) and hydraulic analysis and design.	2	
3	Experience/expertise of proposed team members in environmental analysis and permitting.	1	
4	Time estimates and availability of key team members for the project	1	
5	Experience/expertise of proposed sub-consultant(s) in their professional areas and in similar projects. (if no sub-consultants proposed score a 3)	1	
6	Evaluate the similar project examples the firm provided, and how well the firm performed on the similar project examples.	1	
7	How did the firm perform in terms of budget and schedule on the similar projects provided?	1	
	SUBTOTAL:		

Overall Evaluation

Item	Description	Weighting Factor (WF)	Total Points
1	Quality of work by firm/team members on previous City of Renton projects, and knowledge of Renton standards. (if you know of no previous work for City, score a 2 on this item).	1	
2	Overall evaluation of Proposal and ability of Firm to do the project work.	2	
	SUBTOTAL:		

	TOTAL SCORE:	
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**AGREEMENT FOR AWARD OF
FLOOD REDUCTION GRANT FUNDS
BETWEEN THE CITY OF RENTON AND KING COUNTY**

This Agreement is made between King County, a municipal corporation, and the City of Renton ("Recipient") (collectively referred to as the "parties" and in the singular "party"), for the purposes set forth herein. This Agreement shall be in effect from the date of execution to **December 31, 2018**.

Project Contacts:

King County – Kim Harper, Grant Administrator, 206-477-6079, Kim.harper@kingcounty.gov.

Recipient – Daniel Carey, City of Renton Surface Water Utility, 425-430-7293,
Dcarey@rentonwa.gov.

SECTION 1. RECITALS

- 1.1 Whereas, the King County Flood Control District ("District") is a quasi-municipal corporation of the State of Washington, authorized to provide funding for flood control and stormwater protection projects and activities; and
- 1.2 Whereas King County is the service provider to the District under the terms of an interlocal agreement ("ILA") by and between King County and the District, dated February 17, 2009, as amended, and as service provider implements the District's annual work program and budget; and
- 1.3 Whereas, on November 12, 2013, the District's Board of Supervisors passed Resolution FCD2013-14.3 which established a Flood Reduction Grant Program and criteria for awarding grant funding for projects, and on November 16, 2015, the Board passed Resolution FCD2016-20.3, which authorized an allocation of \$3,058,908 from the District's 2016 budget to fund flood reduction projects; and
- 1.4 Whereas, on August 21, 2017 the District's Board of Supervisors passed Resolution FCD2017-05.1, which approved the flood reduction projects described in Attachment A to that Resolution; and
- 1.5 Whereas, in accordance with the terms of these Resolutions, and in its capacity as service provider to the District, King County has established policies and procedures for administering the flood reduction grant program, a copy of which has been furnished to Recipient and which is incorporated herein by this reference (hereinafter "Grant Policies and Procedures"); and
- 1.6 Whereas, the Recipient submitted an application to receive funds for a project to be funded by the Flood Reduction Grant Program; and

- 1.7 Whereas the District's Board of Supervisors approved funding of Recipient's application for the project ("Project"), as described in Attachment A to Resolution FCD2017-05.1 in the amount of **\$472,000** ("Award"); and
- 1.8 Whereas King County has received a Scope of Work and a Budget for the Project from the Recipient and has determined that the Scope of Work, attached hereto and incorporated herein as Exhibit B ("Scope of Work"), and the Budget, attached hereto and incorporated herein as Exhibit C ("Budget"), are consistent with the Grant Policies and Procedures, the Recipient's application for the Project, and the Resolution approving funding for the Project; and
- 1.9 Whereas, King County and the Recipient desire to enter into this Agreement for the purpose of establishing the terms and conditions under which King County will provide funding from the District in accordance with Resolution FCD2017-05.1, and the Grant Policies and Procedures, and under which the Recipient will implement the Project.

SECTION 2. AGREEMENT

- 2.1. The Recitals are an integral part of this Agreement and are incorporated herein by this reference.
- 2.2. King County agrees to pay the Award amount to Recipient in the total amount of **\$472,000** from District funds. The Award shall be used by the Recipient solely for the performance of the Project, as described in Exhibit A to this Agreement. Exhibit A, attached hereto and incorporated herein by this reference, contains a description of the Project as described in Attachment A to Resolution FCD2017-05.1. King County shall pay the Recipient in accordance with the terms of the Grant Policies and Procedures.
- 2.3. The Recipient represents and warrants that it will only use the Award for the Scope of Work of this Agreement and in accordance with the Project Budget. The Recipient shall be required to refund to King County that portion of the Award which is used for work or tasks not included in the Scope of Work. Further, the Recipient agrees that King County may retain any portion of the Award that is not expended or remains after completion of the Scope of Work and issuance of the Final Report, as further described below.
- 2.4. Activities carried out for this Project and expenses incurred by the Recipient may predate the execution date of this Agreement provided that 1) they have been identified by Recipient as being within the scopes of numbers 2) and 3) below, and have been approved by King County as being within such scopes; 2) the activities are specified in the Scope of Work of this Agreement; 3) the expenses are incurred in carrying out the Scope of Work and are authorized by the Award as identified in the Budget of this Agreement; 4) the activities occur after the District passes a resolution approving an award for the Project; 5) such activities and expenses otherwise comply with all other terms of this Agreement; and 6) reimbursements shall be paid to the Recipient only after this Agreement has been fully executed.

- 2.5. The Recipient shall invoice King County for incurred expenses using the Request for Payment form and Progress Report form for those documented and allowable expenses identified in the Budget and according to the rules set forth in the Grant Policies and Procedures. Blank forms shall be provided to the Recipient by King County upon execution of this Agreement. A progress report (with or without a request for payment) shall be made no less frequently than every six months after the effective date of this Agreement nor more frequently than every three months after the aforementioned date. A Progress Report form shall be submitted with all payment requests. A one- time advance of no more than 25% of the Award amount may be allowed, in the discretion of King County, for expenses anticipated to be incurred in the three months following the date of submission of the advance Request for Payment only for work that is included in the Scope of Work of this Agreement, and identified as such in the Request for Payment. Documentation of payments made from the advance payment shall be submitted to King County prior to any further requests for payment.
- 2.6. The Recipient shall be required to submit to King County a final report which documents the Recipient's completion of the work in conformance with the terms of this Agreement within thirty (30) days after the completion of the work. The final report may be submitted on the Close-out Report form unless a more detailed final report is specified in the scope of work. A blank form shall be provided to the Recipient by King County upon execution of this Agreement. The final report shall include a summary of the Project's successes and shall address the flood reduction benefits accomplished by the work.
- 2.7. The Recipient's expenditures of Award funds shall be separately identified in the Recipient's accounting records. If requested, the Recipient shall comply with other reasonable requests made by King County with respect to the manner in which Project expenditures are tracked and accounted for in the Recipient's accounting books and records. The Recipient shall maintain such records of expenditures as may be necessary to conform to generally accepted accounting principles as further described in Section 2.8 below, and to meet the requirements of all applicable state and federal laws.
- 2.8. The Recipient shall be required to track project expenses using the Budget Accounting and Reporting System for the State of Washington ("BARS") or Generally Accepted Accounting Principles set forth by the Financial Accounting Standards Board or by the Governmental Accounting Standards Board.
- 2.9. King County or its representative, and the District or its representative, shall have the right from time to time, at reasonable intervals, to audit the Recipient's books and records in order to verify compliance with the terms of this Agreement. The Recipient shall cooperate with King County and the District in any such audit.
- 2.10. The Recipient shall retain all accounting records and project files relating to this Agreement in accordance with criteria established by the Washington State Archivist Local Government Common Records Retention Schedule (CORE) as revised.

- 2.11. The Recipient shall ensure that all work performed by its employees, agents, contractors or subcontractors is performed in a manner which protects and safeguards the environment and natural resources and which is in compliance with local, state and federal laws and regulations. The Recipient shall implement an appropriate monitoring system or program to ensure compliance with this provision.
- 2.12. The Recipient agrees to indemnify, defend and hold harmless King County, and the District, their elected or appointed officials, employees and agents, from all claims, alleged liability, damages, losses to or death of person or damage to property arising out of any acts or omissions of the Recipient, its employees, agents, contractors or subcontractors in performing its obligations under the terms of this Agreement.
- 2.13. The Recipient agrees to acknowledge the District as a source of funding for the Project on all literature, signage or press releases related to the Project. The Recipient may obtain from King County a District logo that may be used in the acknowledgement.

SECTION 3. GENERAL PROVISIONS

- 3.1. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- 3.2. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. No prior or contemporaneous representation, inducement, promise or agreement between or among the parties which relate to the subject matter hereof which are not embodied in this Agreement shall be of any force or effect.
- 3.3. No amendment to this Agreement shall be binding on any of the parties unless such amendment is in writing and is executed by the parties. The parties contemplate that this Agreement may from time to time be modified by written amendment which shall be executed by duly authorized representatives of the parties and attached to this Agreement.
- 3.4. Each party warrants and represents that such party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a party warrants and represents that he/she has been fully authorized to execute this Agreement on behalf of such party and that such party is bound by the signature of such representative.
- 3.5. The Project shall be completed by no later than **December 31, 2018**. In the event that the Project is not completed by this date, King County has the discretion, but not the obligation, to terminate this Agreement and retain any unexpended Award funds.
- 3.6. This Agreement may be signed in multiple counterparts.
- 3.7. If any provision of this Agreement shall be wholly or partially invalid or unenforceable under applicable law, such provision will be ineffective to that extent only, without in any

way affecting the remaining parts or provision of this Agreement, and the remaining provisions of this Agreement shall continue to be in effect.

- 3.8. The amount of the Award has been fully funded by the District. To the extent that funding of the Award requires future appropriations by the District, King County's obligations are contingent upon the appropriation of sufficient funds by the Board of Supervisors of the District to complete the Scope of Work. If no such appropriation is made, this Agreement will terminate at the close of the appropriation year for which the last appropriation that provides funds under this Agreement was made.

This document has been approved as to form by the King County Prosecuting Attorney's Office as of September 12, 2015.

KING COUNTY:

By _____

Name _____

Title _____

Date _____

RECIPIENT:By Denis LawName Denis Law, MayorATTEST: Jason A. Seth
Jason A. Seth, City ClerkDate 11/20/12

EXHIBIT A: PROJECT DESCRIPTION

PROJECT NAME	RECIPIENT	DESCRIPTION	LEVERAGE	AWARD
Madsen Creek Improvement Project Phase 1	City of Renton	The purpose of the project is to reduce flooding from Madsen Creek to residential property along 149 th Ave SE, and to the Wonderland Estates Manufactured Home Park property on the south side of SR-169. The project will be performed in phases starting with hydrologic and hydraulic studies of the Madsen Creek drainage basin and preliminary design of flood reduction improvements (Phase 1). This grant application is for the Phase 1 work, which will be used in future phases for the final design and construction of improvements to the drainage system to reduce the potential for and extent of flooding.	\$48,800	\$472,000

EXHIBIT B: SCOPE OF WORK

TASKS	ACTIVITIES AND DELIVERABLES	APPROX. PERCENT OF AWARD REQUEST	MONTH/YEAR TASK WILL BE COMPLETED
Task 1: Project Administration (Required task)	Submit reimbursement request forms, backup documentation for billing, and progress reports at least every 6 months. Submit a Fiscal Closeout form and a Closeout Report form with the final reimbursement request. Including Engineering Consultant project management.	9%	
Task 2: Grant Agreement	KCFCD and City signs and executes Grant Agreement.	0%	October 2017
Task 3: Engineering Contract	City executes contract with Engineering Consulting firm for project. Deliverables-Executed contract.	0%	November 2017
Task 4: Basin Hydrologic Model	Consultant reviews and updates drainage basin characteristics, performs Hydrologic Modeling of drainage basin for peak runoff flows. Deliverables-Hydrologic Report.	7%	March 2018
Task 5: Creek Survey	Consultant performs topographic survey of Madsen Creek drainage system from sediment basin to Cedar River. Identifies drainage features, locations, and elevation. Concurrent with Task 4. Deliverables-ACAD plans and base maps of the drain system.	26%	December 2017
Task 6: Hydraulic Analysis	Consultant performs Hydraulic Analysis of existing drainage system to determine existing flow capacity, overflow locations and causes. Deliverables-Hydraulic Analysis Report.	10%	March 2018
Task 7: Environmental Analysis	Consultant performs environmental survey and analysis of basin, wetlands, fish access and habitat. Concurrent with Task 6. Deliverables-Environmental Analysis Report.	9%	March 2018

TASKS	ACTIVITIES AND DELIVERABLES	APPROX. PERCENT OF AWARD REQUEST	MONTH/YEAR TASK WILL BE COMPLETED
Task 8: Permit Needs	Consultant identifies and evaluates permitting needs and requirements for project design and permitting. Concurrent with Task 9. Deliverables-Permitting Report.	4%	June 2018
Task 9: Preliminary Design	Consultant uses information from previous tasks to develop preliminary plans to rebuild sections of the drainage system to reduce or eliminate flooding, improve peak flow capacity, and provide fish accessibility and habitat as required by permitting agencies. Hydraulic analysis of preliminary designs will be performed to determine flooding reductions. Proposed improvements will be ranked in order of their potential to reduce flooding of affected areas. Deliverables-Preliminary Design Report and Hydraulic Analysis, ACAD Plans of preliminary designs.	35%	July 2018

EXHIBIT C: BUDGET

BUDGET ITEM	GRANT AWARD REQUEST	FINANCIAL LEVERAGE (not required)		LEVERAGE TOTAL	TOTAL (Grant + Leverage)
		SOURCE NAME			
		Renton SWU			
		AMOUNT			
STAFFING		\$48,800		\$48,800	\$48,800
COMMERCIAL SERVICES AND CREW TIME	\$472,000				\$472,000
TOTAL	\$472,000	\$48,800			\$520,800



Insurance Guidelines for the City of Renton

The City of Renton typically requires current insurance certificates for one or more of the following lines of coverage and minimum insurance limits:

- **\$1,000,000 per occurrence and \$2,000,000 aggregate for Commercial General Liability (CGL) or Special Event coverage.** Limits may be increased for higher than usual or special liability exposures.
- **\$1,000,000 combined single limit for Auto Liability.** Required if a commercial vehicle will be used in performance of work or delivery of products, beyond normal commutes.
- **Proof of Workers' Compensation coverage,** as required by the State of Washington (*provide the Washington L&I or excess coverage policy number*).
- **Excess Liability or Umbrella.** Required only if needed to reach minimum CGL or auto liability coverage limits.
- **\$1,000,000 Professional Liability.** Required if professional services (e.g. architect, engineering, surveying, legal, or medical) are being provided to the city **and** if those professional services are excluded from the CGL policy.
- **\$1,000,000 per occurrence Aircraft Liability** (including Property Damage Liability). Required coverage for aircraft tie-down leases.

Requirements *unique* to the City of Renton:

- Name the **City of Renton** as a **Primary and Non-contributory Additional Insured** on the policy (only applies to Commercial General, Auto Liability, Excess/Umbrella, Special Event, and Aircraft Liability policies).
- The City shall be provided with written notice of any policy cancellation within a minimum of two business days of receipt of such notice by the policy holder.
- The city does not represent that the minimum required insurance coverage or limits are adequate to protect the vendor/contractor/consultant from all liabilities.
- Insurance certificate requirements can only be waived with Risk Manager approval.
- **The certificate holder should read:**

City of Renton

ATTN: {enter your City contact's name here and Department}

1055 South Grady Way

Renton, WA. 98057

Direct any questions, comments, or concerns to: Gary B. Lamb, Risk Manager
425.430.7669 - direct
425.430.7665 - fax
glamb@rentonwa.gov



AGREEMENT FOR [CLICK HERE TO ENTER TEXT.](#)

THIS AGREEMENT, dated [Click here to enter text.](#), is by and between the City of Renton (the "City"), a Washington municipal corporation, and [Click here to enter text.](#) ("Consultant"), [Click here to enter text.](#) The City and the Consultant are referred to collectively in this Agreement as the "Parties." Once fully executed by the Parties, this Agreement is effective as of the last date signed by both parties.

1. **Scope of Work:** Consultant agrees to provide [Click here to enter text.](#) as specified in Exhibit [Click here to enter text.](#), which is attached and incorporated herein and may hereinafter be referred to as the "Work." [NOTE: the Scope of work should fully describe the services in sufficient detail to bind the consultant in the event of a dispute. If design or other applicable standards apply to the work (e.g. City adopted street standards, 2016 WSDOT Standard Specifications, or applicable professional standards) identify those standards here or in the Scope of Work exhibit so that the Consultant will be bound to the desired standards. **DELETE THIS NOTE**].
2. **Changes in Scope of Work:** The City, without invalidating this Agreement, may order changes to the Work consisting of additions, deletions or modifications. Any such changes to the Work shall be ordered by the City in writing and the Compensation shall be equitably adjusted consistent with the rates set forth in Exhibit [Click here to enter text.](#) or as otherwise mutually agreed by the Parties.
3. **Time of Performance:** Consultant shall commence performance of the Agreement pursuant to the schedule(s) set forth in Exhibit [Click here to enter text.](#). All Work shall be performed by no later than [Click here to enter text.](#). [NOTE: insert latest date by which you expect the services to take to perform without a contract amendment- note that more specific deadlines should be included in the referenced exhibit, **DELETE THIS NOTE.**]
4. **Compensation:**
 - A. **Amount.** Total compensation to Consultant for Work provided pursuant to this Agreement shall not exceed \$[Click here to enter text.](#), plus any applicable state and local sales taxes. Compensation shall be paid [NOTE: ADD THIS ADDITIONAL LANGUAGE FOR FIXED SUM CONTRACTS AND **DELETE THIS NOTE**] as a flat rate fixed sum based upon Work actually performed according to the rate(s) or amounts specified in Exhibit [Click here to enter text.](#). The Consultant agrees that any hourly or flat rate charged by it for

its Work shall remain locked at the negotiated rate(s) unless otherwise agreed to in writing or provided in Exhibit [Click here to enter text.](#) Except as specifically provided herein, the Consultant shall be solely responsible for payment of any taxes imposed as a result of the performance and payment of this Agreement.

- B. Method of Payment. On a monthly or no less than quarterly basis during any quarter in which Work is performed, the Consultant shall submit a voucher or invoice in a form specified by the City, including a description of what Work has been performed, the name of the personnel performing such Work, and any hourly labor charge rate for such personnel. The Consultant shall also submit a final bill upon completion of all Work. Payment shall be made by the City for Work performed within thirty (30) calendar days after receipt and approval by the appropriate City representative of the voucher or invoice. If the Consultant's performance does not meet the requirements of this Agreement, the Consultant will correct or modify its performance to comply with the Agreement. The City may withhold payment for work that does not meet the requirements of this Agreement.
- C. Effect of Payment. Payment for any part of the Work shall not constitute a waiver by the City of any remedies it may have against the Consultant for failure of the Consultant to perform the Work or for any breach of this Agreement by the Consultant.
- D. Non-Appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City shall not be obligated to make payments for Work or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining Work for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

5. Termination:

- A. The City reserves the right to terminate this Agreement at any time, with or without cause by giving ten (10) calendar days' notice to the Consultant in writing. In the event of such termination or suspension, all finished or unfinished documents, data, studies, worksheets, models and reports, or other material prepared by the Consultant pursuant to this Agreement shall be submitted to the City, if any are required as part of the Work.
- B. In the event this Agreement is terminated by the City, the Consultant shall be entitled to payment for all hours worked to the effective date of termination, less all payments previously made. If the Agreement is terminated by the City after partial performance of Work for which the agreed compensation is a fixed fee, the City shall pay the Consultant an equitable share of the fixed fee. This provision shall not prevent the City from seeking any legal remedies it may have for the violation or nonperformance

of any of the provisions of this Agreement and such charges due to the City shall be deducted from the final payment due the Consultant. No payment shall be made by the City for any expenses incurred or work done following the effective date of termination unless authorized in advance in writing by the City.

6. **Warranties And Right To Use Work Product:** Consultant represents and warrants that Consultant will perform all Work identified in this Agreement in a professional and workmanlike manner and in accordance with all reasonable and professional standards and laws. Compliance with professional standards includes, as applicable, performing the Work in compliance with applicable City standards or guidelines (e.g. design criteria and Standard Plans for Road, Bridge and Municipal Construction). Professional engineers shall certify engineering plans, specifications, plats, and reports, as applicable, pursuant to RCW 18.43.070. Consultant further represents and warrants that all final work product created for and delivered to the City pursuant to this Agreement shall be the original work of the Consultant and free from any intellectual property encumbrance which would restrict the City from using the work product. Consultant grants to the City a non-exclusive, perpetual right and license to use, reproduce, distribute, adapt, modify, and display all final work product produced pursuant to this Agreement. The City's or other's adaptation, modification or use of the final work products other than for the purposes of this Agreement shall be without liability to the Consultant. The provisions of this section shall survive the expiration or termination of this Agreement.
7. **Record Maintenance:** The Consultant shall maintain accounts and records, which properly reflect all direct and indirect costs expended and Work provided in the performance of this Agreement and retain such records for as long as may be required by applicable Washington State records retention laws, but in any event no less than six years after the termination of this Agreement. The Consultant agrees to provide access to and copies of any records related to this Agreement as required by the City to audit expenditures and charges and/or to comply with the Washington State Public Records Act (Chapter 42.56 RCW). The provisions of this section shall survive the expiration or termination of this Agreement.
8. **Public Records Compliance:** To the full extent the City determines necessary to comply with the Washington State Public Records Act, Consultant shall make a due diligent search of all records in its possession or control relating to this Agreement and the Work, including, but not limited to, e-mail, correspondence, notes, saved telephone messages, recordings, photos, or drawings and provide them to the City for production. In the event Consultant believes said records need to be protected from disclosure, it may, at Consultant's own expense, seek judicial protection. Consultant shall indemnify, defend, and hold harmless the City for all costs, including attorneys' fees, attendant to any claim or litigation related to a Public Records Act request for which Consultant has responsive records and for which Consultant has withheld records or information contained therein, or not provided them to the City in a timely manner. Consultant shall produce for

distribution any and all records responsive to the Public Records Act request in a timely manner, unless those records are protected by court order. The provisions of this section shall survive the expiration or termination of this Agreement.

9. Independent Contractor Relationship:

- A. The Consultant is retained by the City only for the purposes and to the extent set forth in this Agreement. The nature of the relationship between the Consultant and the City during the period of the Work shall be that of an independent contractor, not employee. The Consultant, not the City, shall have the power to control and direct the details, manner or means of Work. Specifically, but not by means of limitation, the Consultant shall have no obligation to work any particular hours or particular schedule, unless otherwise indicated in the Scope of Work or where scheduling of attendance or performance is mutually arranged due to the nature of the Work. Consultant shall retain the right to designate the means of performing the Work covered by this agreement, and the Consultant shall be entitled to employ other workers at such compensation and such other conditions as it may deem proper, provided, however, that any contract so made by the Consultant is to be paid by it alone, and that employing such workers, it is acting individually and not as an agent for the City.
- B. The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to Consultant or any employee of the Consultant.
- C. If the Consultant is a sole proprietorship or if this Agreement is with an individual, the Consultant agrees to notify the City and complete any required form if the Consultant retired under a State of Washington retirement system and agrees to indemnify any losses the City may sustain through the Consultant's failure to do so.

- 10. Hold Harmless:** The Consultant agrees to release, indemnify, defend, and hold harmless the City, elected officials, employees, officers, representatives, and volunteers from any and all claims, demands, actions, suits, causes of action, arbitrations, mediations, proceedings, judgments, awards, injuries, damages, liabilities, taxes, losses, fines, fees, penalties, expenses, attorney's or attorneys' fees, costs, and/or litigation expenses to or by any and all persons or entities, arising from, resulting from, or related to the negligent acts, errors or omissions of the Consultant in its performance of this Agreement or a breach of this Agreement by Consultant, except for that portion of the claims caused by the City's sole negligence.

Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115, (Validity of agreement to indemnify against liability for negligence relative to construction, alteration, improvement, etc., of structure or improvement attached to real

estate...) then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees and volunteers, Consultant's liability shall be only to the extent of Consultant's negligence.

It is further specifically and expressly understood that the indemnification provided in this Agreement constitute Consultant's waiver of immunity under the Industrial Insurance Act, RCW Title 51, solely for the purposes of this indemnification. The Parties have mutually negotiated and agreed to this waiver. The provisions of this section shall survive the expiration or termination of this Agreement.

11. **Gifts and Conflicts:** The City's Code of Ethics and Washington State law prohibit City employees from soliciting, accepting, or receiving any gift, gratuity or favor from any person, firm or corporation involved in a contract or transaction. To ensure compliance with the City's Code of Ethics and state law, the Consultant shall not give a gift of any kind to City employees or officials. Consultant also confirms that Consultant does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in selecting the Consultant, negotiating or administering this Agreement, or evaluating the Consultant's performance of the Work.
12. **City of Renton Business License:** The Consultant shall obtain a City of Renton Business License prior to performing any Work and maintain the business license in good standing throughout the term of this agreement with the City.

Information regarding acquiring a city business license can be found at:

<http://rentonwa.gov/business/default.aspx?id=548&mid=328>.

Information regarding State business licensing requirements can be found at:

<http://dor.wa.gov/content/doingbusiness/registermybusiness/>

13. **Insurance:** Consultant shall secure and maintain:
 - A. Commercial general liability insurance in the minimum amounts of \$1,000,000 for each occurrence/\$2,000,000 aggregate for the Term of this Agreement.
 - B. In the event that Work delivered pursuant to this Agreement either directly or indirectly involve or require Professional Services, Professional Liability, Errors and Omissions coverage shall be provided with minimum limits of \$1,000,000 per occurrence. "Professional Services", for the purpose of this section, shall mean any Work provided by a licensed professional or Work that requires a professional standard of care.
 - C. Workers' compensation coverage, as required by the Industrial Insurance laws of the State of Washington, shall also be secured.

- D. Commercial Automobile Liability for owned, leased, hired or non-owned, leased, hired or non-owned, with minimum limits of \$1,000,000 per occurrence combined single limit, if there will be any use of Consultant's vehicles on the City's Premises by or on behalf of the City, beyond normal commutes.
- E. Consultant shall name the City as an Additional Insured on its commercial general liability policy on a non-contributory primary basis. The City's insurance policies shall not be a source for payment of any Consultant liability, nor shall the maintenance of any insurance required by this Agreement be construed to limit the liability of Consultant to the coverage provided by such insurance or otherwise limit the City's recourse to any remedy available at law or in equity.
- F. Subject to the City's review and acceptance, a certificate of insurance showing the proper endorsements, shall be delivered to the City before performing the Work.
- G. Consultant shall provide the City with written notice of any policy cancellation, within two (2) business days of their receipt of such notice.
14. **Delays:** Consultant is not responsible for delays caused by factors beyond the Consultant's reasonable control. When such delays beyond the Consultant's reasonable control occur, the City agrees the Consultant is not responsible for damages, nor shall the Consultant be deemed to be in default of the Agreement.
15. **Successors and Assigns:** Neither the City nor the Consultant shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.
16. **Notices:** Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by nationally recognized overnight courier service. Time period for notices shall be deemed to have commenced upon the date of receipt, EXCEPT facsimile delivery will be deemed to have commenced on the first business day following transmission. Email and telephone may be used for purposes of administering the Agreement, but should not be used to give any formal notice required by the Agreement.

CITY OF RENTON

[Click here to enter text.](#)

1055 South Grady Way

Renton, WA 98057

Phone: (425) 430-[Click here to enter text.](#)

CONSULTANT

[Click here to enter text.](#)

[Click here to enter text.](#)

[Click here to enter text.](#)

Phone: [Click here to enter text.](#)

[Click here to enter text.](#)

Fax: (425) 430-[Click here to enter text.](#)

[Click here to enter text.](#)

Fax: [Click here to enter text.](#)

17. **Discrimination Prohibited:** Except to the extent permitted by a bona fide occupational qualification, the Consultant agrees as follows:
- A. Consultant, and Consultant's agents, employees, representatives, and volunteers with regard to the Work performed or to be performed under this Agreement, shall not discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation or preference, age (except minimum age and retirement provisions), honorably discharged veteran or military status, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification in relationship to hiring and employment, in employment or application for employment, the administration of the delivery of Work or any other benefits under this Agreement, or procurement of materials or supplies.
 - B. The Consultant will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, national origin, sex, age, sexual orientation, physical, sensory or mental handicaps, or marital status. Such action shall include, but not be limited to the following employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training.
 - C. If the Consultant fails to comply with any of this Agreement's non-discrimination provisions, the City shall have the right, at its option, to cancel the Agreement in whole or in part.
 - D. The Consultant is responsible to be aware of and in compliance with all federal, state and local laws and regulations that may affect the satisfactory completion of the project, which includes but is not limited to fair labor laws, worker's compensation, and Title VI of the Federal Civil Rights Act of 1964, and will comply with City of Renton Council Resolution Number 4085.
18. **Miscellaneous:** The parties hereby acknowledge:
- A. The City is not responsible to train or provide training for Consultant.
 - B. Consultant will not be reimbursed for job related expenses except to the extent specifically agreed within the attached exhibits.
 - C. Consultant shall furnish all tools and/or materials necessary to perform the Work except to the extent specifically agreed within the attached exhibits.

- D. In the event special training, licensing, or certification is required for Consultant to provide Work he/she will acquire or maintain such at his/her own expense and, if Consultant employs, sub-contracts, or otherwise assigns the responsibility to perform the Work, said employee/sub-contractor/assignee will acquire and or maintain such training, licensing, or certification.
- E. This is a non-exclusive agreement and Consultant is free to provide his/her Work to other entities, so long as there is no interruption or interference with the provision of Work called for in this Agreement.
- F. Consultant is responsible for his/her own insurance, including, but not limited to health insurance.
- G. Consultant is responsible for his/her own Worker's Compensation coverage as well as that for any persons employed by the Consultant.

19. Other Provisions:

- A. Approval Authority. Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the City or Consultant.
- B. General Administration and Management. The City's project manager is [Click here to enter text.](#) In providing Work, Consultant shall coordinate with the City's contract manager or his/her designee.
- C. Amendment and Modification. This Agreement may be amended only by an instrument in writing, duly executed by both Parties.
- D. Conflicts. In the event of any inconsistencies between Consultant proposals and this Agreement, the terms of this Agreement shall prevail. Any exhibits/attachments to this Agreement are incorporated by reference only to the extent of the purpose for which they are referenced within this Agreement. To the extent a Consultant prepared exhibit conflicts with the terms in the body of this Agreement or contains terms that are extraneous to the purpose for which it is referenced, the terms in the body of this Agreement shall prevail and the extraneous terms shall not be incorporated herein.
- E. Governing Law. This Agreement shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington and the City of Renton. Consultant and all of the Consultant's employees shall perform the Work in accordance with all applicable federal, state, county and city laws, codes and ordinances.

- F. Joint Drafting Effort. This Agreement shall be considered for all purposes as prepared by the joint efforts of the Parties and shall not be construed against one party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution.
- G. Jurisdiction and Venue. Any lawsuit or legal action brought by any party to enforce or interpret this Agreement or any of its terms or covenants shall be brought in the King County Superior Court for the State of Washington at the Maleng Regional Justice Center in Kent, King County, Washington, or its replacement or successor.
- H. Severability. A court of competent jurisdiction's determination that any provision or part of this Agreement is illegal or unenforceable shall not cancel or invalidate the remainder of this Agreement, which shall remain in full force and effect.
- I. Sole and Entire Agreement. This Agreement contains the entire agreement of the Parties and any representations or understandings, whether oral or written, not incorporated are excluded.
- J. Time is of the Essence. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Work is essential to the Consultant's performance of this Agreement.
- K. Third-Party Beneficiaries. Nothing in this Agreement is intended to, nor shall be construed to give any rights or benefits in the Agreement to anyone other than the Parties, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Parties and no one else.
- L. Binding Effect. The Parties each bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of the Agreement.
- M. Waivers. All waivers shall be in writing and signed by the waiving party. Either party's failure to enforce any provision of this Agreement shall not be a waiver and shall not prevent either the City or Consultant from enforcing that provision or any other provision of this Agreement in the future. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any prior or subsequent breach unless it is expressly waived in writing.
- N. Counterparts. The Parties may execute this Agreement in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

IN WITNESS WHEREOF, the Parties have voluntarily entered into this Agreement as of the date last signed by the Parties below.

CITY OF RENTON

CONSULTANT

By: _____
Click here to enter text.
Click here to enter text.

By: _____
Click here to enter text.
Click here to enter text.

Date

Date

Attest

Jason A. Seth
City Clerk

Approved as to Legal Form

Shane Moloney
Renton City Attorney

Contract Template Updated 07/19/2017